

1. Attached hereto is a true and complete copy of the Lease, and all amendments, modifications, supplements, guarantees and other agreements relating thereto. Except for the Lease, Tenant does not claim any right to or interest in all or any part of the Premises.
2. The Lease is in full force and effect, and no default on the part of Landlord or Tenant exists, nor has any notice thereof been received under the Lease, and no circumstances or state of facts exists, which with notice, lapse of time or both would result in the existence of a default by Landlord or Tenant under the Lease or which for any reason would give Tenant the right to pursue any recourse or remedy against Landlord provided under the Lease, at law or in equity.
3. Landlord has fulfilled all of its duties under the terms, covenants and obligations of the Lease. Tenant has accepted the Premises "as is" and there are no off-sets, concessions, counterclaims or credits against rentals, nor have rentals been forgiven.

4. Tenant has no claim, cause of action or right of setoff against Landlord, or any defense to payment of any sum, or performance of any obligation due under the Lease.
5. The base rental payable under the Lease is \$_____ per month plus additional rent, if any, as provided in the Lease. There has been no advance payment of rent payable under the Lease for more than 30 days. The amount of the security deposit and all other deposits paid to Landlord is \$_____. Tenant is not disputing the computation of any rent, additional rent or other sums payable pursuant to the Lease.
6. The Lease term commenced on _____. The Lease term expires on _____. Tenant has no notice of a prior assignment, hypothecation or pledge of rents under the Lease. Tenant agrees to attorn to OEC and recognizes OEC as Landlord under the Lease upon the assignment of the Lease to OEC and hereby consents to the assignment of the Lease to OEC. Upon receipt of written notice from OEC, the undersigned agrees to make payments under the Lease to OEC.
7. This letter shall inure to the benefit of OEC and to the benefit of their successors and assigns and shall be binding upon Tenant and Tenant's heirs, personal representatives, successors and assigns.
8. Tenant has not executed or otherwise agreed to any sublease, assignment or other rental occupancy agreement with respect to the Premises. Tenant does not have a purchase option or renewal option nor does Tenant have a right of first refusal to purchase the Property or to lease any other space in the Property.

The above statements are made with the understanding that OEC will rely on them in connection with the acquisition of the Property.

Very truly yours,

By: _____

Tenant